

REMARKS

Claims 51-69 are presented for examination in the instant application. Claims 51-69 have been rejected under 35 U.S.C. 103(a) as being allegedly unpatentable over Lidow (US 2002/0194057). Claims 53, 54 and 62 have been amended. The Applicants submit that claims 51-69 are in condition for allowance and respectfully request reconsideration and withdrawal of the rejections. No new matter has been entered in this amendment.

Support for Claim Amendments

Applicant respectfully submits that support for each of the amended claim recitations can be found and consistent with respect to FIG. 2 and with respect to the accompanying description of FIG. 2 in the specification as now mapped:

Claims 53, 54 and 62:

wherein the unconstrained forecast does not take into consideration any resource constraints; - page 12, lines 7-11.

wherein the constrained forecasts are sent to only the suppliers who provided the formal commitment. – page 13, lines 14-19

Claim Rejections Under 35 USC § 103

Claims 51-69 have been rejected under 35 U.S.C. 103(a) as being unpatentable over Lidow. The Applicants respectfully traverse the outstanding rejections and submit that claims 51-69 are in condition for allowance.

Claim 54, as amended, recites “A method for facilitating supply chain collaboration over a network, the supply chain including an enterprise, enterprise sites, and at least one supplier, the method comprising: aggregating demand received, at a central server of the enterprise, from a plurality of enterprise sites associated with the enterprise, the demand comprising materials requirements; wherein each of the plurality of enterprise sites comprises divisions that share common material requirements with divisions from others of the plurality of enterprise sites, the common material requirements for each of the divisions corresponding with a product or commodity; generating an unconstrained forecast resulting from the aggregating, the

unconstrained forecast generated at a product or commodity level, wherein the unconstrained forecast represents at least one of an aggregated demand and a projected forecast received from a group scattered among the plurality of enterprise sites, and wherein the unconstrained forecast does not take into consideration any resource constraints; transmitting the unconstrained forecast over the network to each of the suppliers that service the enterprise sites for which the unconstrained forecast is generated; receiving supplier capability statements over the network, the supplier capability statements received by the division at each of the enterprise sites from corresponding suppliers in response to the transmitting; generating a constrained forecast, wherein the constrained forecast is at least one of equal or less than the unconstrained forecast, and wherein the constrained forecast takes into consideration all resource constraints and limits the constrained forecast to most limiting constraints; receiving a formal commitment from the suppliers that service the enterprise sites; and transmitting the constrained forecasts to the suppliers at an enterprise site level over the network, wherein the constrained forecasts are sent to only the suppliers who provided the formal commitment.." (Emphasis Added)

Lidow is not concerned with, nor does it teach or suggest the generation of an unconstrained forecast as in Applicants' claimed invention. In particular, Lidow is not concerned with, nor does it teach or suggest an unconstrained forecast "wherein the unconstrained forecast does not take into consideration any resource constraints", and "wherein the constrained forecasts are sent to only the suppliers who provided the formal commitment". In fact Lidow specifically teaches away from generating a forecast in which the suppliers cannot meet. In the Lidow abstract, Lidow states "The supply chain server checks with the suppliers to determine whether the forecasts can (be) fulfilled by the suppliers. *If the forecasts cannot be fulfilled by the suppliers, the supply chain server contacts customers and suppliers and attempts to either redistribute the customer's demands to different suppliers or request that customers alter their demands*" (emphasis added). As such, Lidow simply does not generate an unconstrained forecast. Instead Lidow immediately determines the supply that the Lidow invention is able to supply. Any cursory or in depth reading of Lidow shows that Lidow specifically discusses only forecasts that can be met and actions to meet those forecasts. In contrast, Applicants' claimed invention specifically generates an unconstrained forecast that is not concerned with any resource constraints to first confront the suppliers with an unconstrained

forecast to which the suppliers provide a response. The suppliers then supply their capability statements at which the Applicants' claimed invention modifies the forecast to a constrained forecast that is consistent with the suppliers' actual capabilities. In addition, the constrained forecast is only supplied to those suppliers at the site level who have provided a formal commitment.

Since Claims 53 and 62 contains similar features, Claims 53 and 62 are patentable over Lidow for at least the reasons given above for Claim 54. Because Lidow does not teach or make obvious the features recited in Applicants' Claims 53, 54 and 62, the Applicants submit that Claims 53, 54 and 62 are patentable over Lidow. Claims 51, 52, and 55-61 depend from what should be an allowable base Claim 54. Claims 63-69 depend from what should be an allowable base Claim 62. For at least these reasons, the Applicants submit that claims 51, 52, 55-61, and 63-69 are in condition for allowance and respectfully request reconsideration and withdrawal of the rejections.

CONCLUSION

It is believed that the foregoing amendments and remarks fully comply with the Office Action and that claims 51-69 are in condition for allowance. Accordingly, reconsideration and allowance is respectfully requested. In the event the Examiner has any questions regarding this Amendment, Applicants' attorneys respectfully request the courtesy of a telephone conference.

In the event that there are any additional fees with respect to this Amendment, Applicants' attorneys respectfully request that such fees be withdrawn from Deposit Account No. 50-0510.

Respectfully submitted,

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